

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

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MAR 27 1997

Federal Communications Commission  
Office of Secretary

In the Matter of

Amendment of Section 73.202 (b) ) MM Docket No. 96-10  
Table of Allotments ) RM 8738  
FM Broadcast Stations ) RM 8799  
(Farmersville, Blue Ridge, ) RM 8800  
Bridgeport, Eastland, Flower Mound, ) RM 8801  
Greenville, Henderson, Jacksboro, )  
Mineola, Mt. Enterprise, Sherman and )  
Tatum, Texas; and Ada, Ardmore, )  
and Comanche, Oklahoma )

To: Chief, Allocations Branch  
Policy and Rules Division  
Mass Media Bureau

REQUEST TO WITHDRAW  
PETITION FOR RECONSIDERATION

Gleiser Communications, Inc. ("Gleiser"), through its attorneys and pursuant to Section 1.420(j), hereby requests the dismissal of its Petition for Reconsideration filed on February 18, 1997, in this proceeding." Gleiser is also a party to a "Joint Emergency Motion for Stay of Filing Window." The Joint

The Commission has not issued a Public Notice seeking comments on the Petition for Reconsideration. In view of this request to withdraw the Petition for Reconsideration, it will not be necessary for the Commission to issue a Public Notice and seek comments.

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Motion was filed on February 27, 1997, prior to the opening of the filing window for Farmersville, Texas, on March 3, 1997. However, the Commission did not act on the Joint Motion prior to the opening of the filing window. In addition, one party has filed an opposition to the Joint Motion and indicated that he would file an application for the Farmersville channel.

In view of these events, Gleiser wishes to withdraw its Petition for Reconsideration. Gleiser will also dismiss its pending application (BPH-9606251B) for a "one-step" upgrade at Tyler, Texas. Hunt Broadcasting, Inc., has agreed to reimburse Gleiser for its reasonable expenses in participating in this proceeding. An itemization of expenses and the required certification are attached pursuant to Section 1.420(j).

Respectfully submitted,

By: James K. Edmundson, Jr.  
M. Scott Johnson  
Gardner, Carton & Douglas  
1301 K Street, N.W.  
East Tower, Suite 900  
Washington, D.C. 20005  
(202) 408-7162

Attorney for Gleiser  
Communications, Inc.

March 27, 1997

**SETTLEMENT AGREEMENT**

This Agreement is made and entered into as of this 26<sup>th</sup> day of March, 1997, between Gleiser Communicationa, Inc. ("Gleiser") and Hunt Broadcasting, Inc. in connection with MM Docket 96-10.

WHEREAS, Hunt has filed a rule making proposal requesting changes to the FM Table of Allotments for a number of FM stations;

WHEREAS, on December 13, 3. 996, the Commission granted the Hunt. proposal by Report and Order;

WXEREAS, Gleiser filed a petition for reconsideration in this same proceeding to upgrade its Station KDOK, Tyler, Texas; and

WHEREAS, the Hunt and Gleiser proposals are mutually excludive; and

WHEREAS, the. parties to this Agreement desire to resolve the mutual excludivity in thie proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and Gleiser agree as follows:

1. Gleiser shall file a pleading in which it withdraws its petition for reconsideration to the Report and Order in MM Docket 96-10.

2. within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay all of Gleiser's legitimate and prudent expenses incurred by participating in this proceeding in the amount described in the attached Certification. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

5. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

6. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.


7. This Agreement may be enforceable by specific performance.

a. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.




Paul Gleiser, President  
Gleiser Communications, Inc.



Janice Hunt, President  
Hunt Broadcasting, Inc.

CERTIFICATION


I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid nor promised to pay to Gleiser Communications, Inc., any consideration in excess of his legitimate and prudent expenses in exchange for the withdrawal of its petition for reconsideration. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.

  
\_\_\_\_\_  
Janice Hunt, President  
Hunt Broadcasting, Inc.

3-21-97  
Date

**CERTIFICATION**

I, Janice. Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid nor promised to pay to Gleiser Communications, Inc., any consideration in ~~excess of his~~ legitimate and prudent expenses in exchange for the withdrawal of its petition for reconsideration. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.


  
\_\_\_\_\_  
Janice Hunt, President  
Hunt Broadcasting, Inc.

3-21-97  
Date

**CERTIFICATION**

I, Paul Gleiser, ad President of Gleiser Communications, Inc., filed a petition for reconsideration of the Commission's decision in MM Docket 96-10. I have entered into a settlement Agreement with Hunt Broadcasting, Inc. whereby I agree to withdraw the petition for reconsideration in exchange for my reasonable and prudent expenses totaling \$ 10,000. Statements in support of these expenses are attached. I certify that the petition for reconsideration was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.

I hereby certify that these statements are true, complete and correct and ate made in good faith to the beet of my knowledge and belief.

  
Gleiser Communications, Inc.

3/24/97  
Date



# GRAHAM BROCK, INC.

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BROADCAST TECHNICAL CONSULTANTS

March 26 1997

Via Facsimile: 202-289-1504

Mr. Jim Edmundson  
Gardner, Carton & Douglas  
1301 K Street NW, East Tower  
suite 900  
Washington, DC 20005

Re: **KDOK**  
Tyler, Texas

Dear Jim;

At your request, we have analyzed our billing records regarding the documentation for the C2 facility for Gleiser Communications, Inc., in Tyler, Texas. Our records indicated the total charged to Gleiser in connection with all the work that was done on their behalf regarding the C2 improvement.

our fees for technical support and out-of-pocket expenses totaled \$2,680. These are all of the expenses connected with the C2 documentation to this date.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Jefferson G. Brock  
Graham Brock, Inc.

JGB/ljs

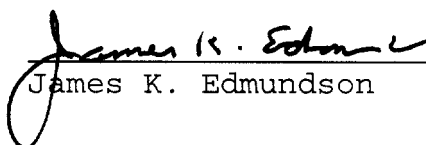
### Declaration

I, James K. Edmundson, hereby declare under penalty of perjury under the laws of the United States of America that the facts of matters recited below are true and correct:

1. I am counsel to Gardner, Carton & Douglas which represents Gleiser Communications, Inc. (hereafter Gleiser), licensee of FM broadcast station KDOK, Tyler, Texas, inter alia in MM Docket No. 96-10. In particular, on February 17, 1997, Gleiser filed a Petition for Reconsideration of the Commission's Report and Order, DA 96-2210, released January 17, 1997, and on February 27, 1997, joined a Joint Emergency Motion for Stay of Filing Window.

2. Gleiser incurred legal fees concerning this matter in excess of \$7,500. The charges were billed at the normal rate for services rendered by the attorneys in this firm participating in this matter.

Executed this 26th day of March, 1997.

By:   
James K. Edmundson

**CERTIFICATE OF SERVICE**

I, Kaigh K. Johnson, a secretary in the law firm of Gardner, Carton & Douglas, do hereby certify that I have this 27th day of March, 1997 caused to be mailed by first class mail, postage prepaid, copies of the foregoing **"REQUEST TO WITHDRAW PETITION FOR RECONSIDERATION"** the following:

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Kaigh K. Johnson